MISCELLANY.

Quaint Law.—One of the most interesting of law books is the Scotch classic "Regiam Majestatem." It is well described in a subtitle, as "Auld Lawes and Constitutions of Scotland. Faithfullie collected furth of the Register, and other auld authentick Bukes, fra the Dayes of King Malcolme the Second, untill the Time of King James the First, of gude Memorie; and trewlie corrected in Sundry Faults and Errours, committed be ignorant Writers, And translated out of Latine in Scottish Language, to the Use and Knawledge of all the Subjects, within this Realme; with one large Table, Be Sir John Skene of Curriehill. Quereto are ajoined, Twa Treatises." Editions in 1609 and in 1774, quarto.

The preface, beginning, "It is certaine and manifest to all wise men, that there is na thing mair necessar, or profitable to all kindomes, common-wealthes, cities, and to all assemblies of people leivand together in ane societie; then godlie and gude lawes, knowen to the people, swa that they can pretend na ignorance thereof;" goes on to say, that the "subtill cautellis, . . . quha were called kirkmen" had "caused all the lawes to be conceaved, formed and published in the Latine tongue . . . to continew the people in ignorance, quhilk is ane great pillar of their kingdom;" but that James the Saxt had commanded "the auld lawes to be sighted, corrected, and collected in ane buke."

Skene quotes certain enacting clauses to prove the laws "authentick," and concludes "Quhat I have done, I remit to thy judgment and censure. I have travelled meikill, ane long time . . . I am the first that ever travelled in this water, and therefore am subject to the reprehension of many quha sall follow after me, quhom I request maist friendly to take in gude parte all my doings."

The Regiam Majestatem is one of the books about which controversies have raged. Regarded as genuine by many, it is denounced by others as spurious. It has been held that Glanville was copied from the Regiam Majestatem. It has also been held that the Regiam was copied from Glanville, in a cunning attempt to Anglicise the Scottish law. Whichever way belief tends, the inherent interest of the volume is sure.

A sample of the law in Regiam Majestatem is this Chapter Of Pactions. "Paction is the consent of twa persons or moe anent the giving and receiving of ane thing. (2) Ane paction is nocht quhen ane consent is given anent ane thing quhilk is trew, or quhilk is false: for, gif twa or more persons consent to this false proposition, William is an oxe; or to this true proposition, William is ane man; sic consent is nocht ane paction, non anie way obligatour; for neither of the parties is oblissed to other be sic ane consent.. (3) And quhere I said that paction is the consent of twa or moe persons, thereby paction is different fra pollicitation, quhilk is ane hecht

or promise of ane person onely. (4) Paction is driven and hes the name fra pax and actus (that is, from ane action or deid of peace) for they quha makes pactions have and divers opinions and contrarious motions of minds, after divers and many strifes and contentions, peaceablie convenes and agries in ane constant will and uniforme sentence. (5) Or, paction is driven fra percussion, or striking together of hands; for in auld times, in contracting of obligations, the use was to shaik hands, in signe and taken that faith and trueth sould be keiped by the makers of the paction."

"Item, There is twa kinds of pactions, some are profitable (lawful) and others are unprofitable (unlawful).

"(2) Profitabill are they, quhilk are not unprofitabill."

After this somewhat obvious statement, subsequent paragraphs are mainly devoted to unprofitabill pactions, ending with "Ane paction quhilk is filthie, or is impossibill, is in no waies obligatour."

"We decerne and ordeine all pactions to be keiped, quhilks are nocht to the detriment or hurt of the saull."—Legal Bibliography.

The Juridical Position of Egypt.—The Turco-Italian war is likely to have one singular result in the sphere of what may be called British Imperial Law. The juridical position of Egypt may possibly become more clearly defined. Technically, Egypt is in no sense British soil. But does the British occupation amount to an actual protectorate by virtue of which even the nominal sovereign can be excluded? That is the theoretical question which may possibly—not necessarily—be answered before the war is over. The practical form of the question is whether the Sultan of Turkey would be allowed to move troops across Egypt for the purpose of entering Tripoli. The sovereignty of the Sultan over Egypt may even now be called shadowy, but it is a real shadow at any rate, and not an absolute fiction. If the ordinary right of a sovereign to pass over his own territory is denied him, the sovereignty of the Sultan will surely be the merest fiction—a form of words without any real meaning in it. If the sovereignty of the Sultan is to cease by degrees to be regarded as real for any purpose, the practical sovereignty of Great Britain will tend to become more and more real, until it will become necessary to formally declare Egypt to be part of the British dominions. The whole process of the growth of spheres of influence and protectorates into actual "possessions" bears a singular likeness to the process in ordinary English law, by which equitable or beneficial rights have gradually eaten into legal rights until the legal rights are all but consumed by, and incorporated into, the equitable ones. Finally will come the International Judicature Act, which will aim at raising the status of the equitable right, and clothe it with the formal vestments of statutory recognition.—London Law Journal (Oct. 4).

Marine Policies and the War.—The notification by the Ottoman Government that the lighthouse service is to be suspended in the Red Sea, the Aegean Sea, the Dardanelles, and the Adriatic, and the similar notification by the Italian Government as to the Italian lights in the Red Sea, have caused some stir among Lloyd's underwriters. The question immediately raised is: Are insurers liable for losses to shipping where these losses are caused by the extinction of the usual lights on the coasts, and the policy contains a stipulation that the insurers are to be "free from all consequences of hostilities?" The crux lies in determining what it meant by the "cause" of a loss, and what is included in "consequences" of hostilities and the extinction of lights by the belligerents. A leading case on these points in connection with temporary absence of usually visible coast lights is Ionides *v.* Universal Marine Insurance Co. (1863), 32 L. J., C. P. 170; 14 C. B. N. S., 259. In the course of the American Civil War the light on Cape Hatteras was extinguished by the Confederates. The ship Linwood was on a voyage from Rio to New York, and the captain, when near Cape Hatteras, got out of his course, and, not knowing the light had been extinguished, ran on the rocks. The ship was insured, and the policy contained a warranty excepting the insurers "from all consequences of hostilities." The action on the policy being brought in the Court of Common Pleas, the principal question was whether the loss had been a "consequence of hostilities," the hostile act, of course, being the extinction of the light. The Court held that the extinction of the light was not the proximate cause of the ship's loss, but that she was lost by a peril of the sea covered by the policy. The particular peril thus held to be the proximate cause of loss was the captain's being out of his course, and so running the ship on the rocks. This being an ordinary peril of the sea, the insurers were held liable. It seems to be thought that underwriters who have underwritten policies, with a warranty "free from the consequences of hostilities," will, under nearly all circumstances, be liable for losses arising through the extinction of some well-known light, because in every case the ship must take the ground by some peril of the sea covered by the policy. But this is not necessarily the case, nor does Ionides *v.* Universal Marine Insurance Co. countenance any such far-reaching conclusion. The important limitation is that that decision proceeded on the footing of the vessel first of all being out of her course, and this—a peril of the sea—being the proximate cause of the loss by running on the rocks. It is, at least, open to argument that, if a vessel, proceeding originally on her proper course, diverged from it and stranded through the usual light not being in its place, any loss that might happen would have occurred in consequence of hostilities, and not through perils of the sea insured against.—London Law Journal (Oct. 7).